EXHIBIT A

		- <u> </u>	,			
UNITED STATES BANKRUPTCY COURT	Sou	Hern DISTRICT OF	PPO	OF OF CLAIM		
Name of Debtor: \(\lambda \) \(\lambda \)	New York					
L Delphi Corp.	Case	Number: 05- 44481]			
NOTE: This form should not be used to make a claim for an administr of the case. A "request" for payment of an administrative expense may	rative exp	pense arising after the commencement				
Name of Creditor (The person or other entity to whom the	y oc med	pursuant to 11 0.3.C. § 303.				
debtor owes money or property):		Check box if you are aware that				
	_	anyone else has filed a proof of				
Iron Mountain Information Management, Inc.		claim relating to your claim.				
Name and Address Where Notices Should be Sent:	I	Attach copy of statement giving				
D Frederick Linforty For	1	particulars.	,			
R. Frederick Linfesty, Esq. Iron Mountain, Inc.	⊠	Check box if you have never				
10th Floor	1	received any notices from the				
		bankruptcy court in this case.	7 0**			
745 Atlantic Avenue	l _			IS SPACE IS FOR OURT USE ONLY		
Boston, MA 02111	1	Check box if this address differs	CC	OKI USE ONLI		
Tel 617.535.2980		from the address on the envelope sent to you by the court.				
Fax 617.451.0409	l	sent to you by the court.				
Account or other number by which creditor identifies	Check	k here if this claim replaces ar	nends a pr	eviously filed claim.		
debtor: SFØ46, A0123, A3954, OV744, OH744,	dated					
1. Basis For Claim 147¢D, DM7ø1, DM669, DMACE	B, DM	190,676 ØZ				
		nefits as defined in 11 U.S.C. § 1114	· a)			
	iges, sala	aries, and compensation (Fill out belo	a) nw)			
☐ Personal injury/wrongful death Last	st four d	ligits of social security number:				
I Taxes						
2. Date Debt Was Incurred: 5/05 - 9/30/05	3. If (Court Judgment, Date Obtained:				
4. Total Amount Of Claim At Time Case Filed: \$ unknown	wn +	\$ unknown + \$	= \$	33,597,65		
(unsecured) (secured) (priority) (Total)						
If all or part of your claim is secured or entitled to priority, also complete items 5 or 6 below. Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or						
additional charges.	to the pri	morphi amount of the claim. Attach fichin	zeu staterne	in of an interest or		
5. Secured Claim		7. Unsecured Priority Claim				
Check this box if your claim is secured by collateral (includ right of setoff).	ling a	Check this box if you have an i	insecured	priority claim. Amount		
Brief Description of Collateral:		entitled to priority \$ Spe Wages, salaries, or commission	cify the pr	iority of the claim:		
☐ Real Estate ☐ Motor Vehicle		90 days before filing of the bar	is (up to 3) krimtev m	tition or sessation of		
Other 21,507 boxes of personal property in sto	rage	the debtor's business, whicheve	r is earlier	- 11 USC § 507(a)(3)		
Value of Collateral \$ unknown	Ü	☐ Contributions to an employee b	enefit plan	1 - 11 USC § 507(a)(4)		
	i	Up to \$2,225* of deposits toward	rd purchas	se, lease, or rental of		
Amount of arrearage and other charges at time case filed inc		property or services for persona U.S.C. § 507(a)(6)	il, family,	or household use - 11		
in secured claim, if any \$ equal to amt of secured cla	im	Alimony, maintenance or suppo	ort owed to	a spouse, former		
6 Unesemble Name to the Control	į	spouse, or child - 11 U.S.C. § 5	07(a)(7).			
6. Unsecured Nonpriority Claim \$ Check this box if a) there is no collateral or lien securing	Taxes or penalties owed to gov	t units - 1	I U.S.C. 507(a)(8).			
claim, or b) your claim exceeds the value of the property second	your	Other - specify applicable parage *Amounts are subject to adjustment on	graph of 11	U.S.C. § 507(a)		
it, or c) none or only part of your claim is entitled to priority.	4/1/0/ ana e after the da	every 3 years thereafter te of adjustment.				
7. Credits: The amount of all payments on this claim has been		d and deducted for the purpose of ma	king			
this proof of claim.			•	THIS SPACE IS FOR		
8. Supporting Documents: Attach copies of supporting documents such as promissory notes, purchase orders, invoices itemized determined accounts and account of the support						
invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not						
available, explain. If the documents are voluminous, attach a summary.						
9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped self-						
addressed envelope and copy of this proof of claim.						
Date: Sign and print the name and title, if any, of the creditor or other person						
authorized to file this claim (attach copy of power of attorney, if any): R. Frederick Linfesty, Esq.						
11/13/05))		R. Frederick Linfesty,	Esq.			
" ()		Staff Attorney	l	Ī		

ADDENDUM TO PROOF OF CLAIM

In re: Delphi Corporation
Ch. 11 Case No. 05-44481-RDD
Bankr. S.D. N.Y.

Iron Mountain claims a warehouseman's lien, pursuant to Alabama Commercial Code § 7-7-209, Arizona Commercial Code § 47-7209, California Commercial Code § 7209, Massachusetts Commercial Code § 7-209, Michigan Commercial Code § 440.7209, Ohio Commercial Code § 1307.14, and Pennsylvania Commercial Code § 7209, in the 21,507 boxes of personal property, and any other property, that the above-named Debtor is storing with Iron Mountain. The fair market value of such personal property is unknown to Iron Mountain. Thus, Iron Mountain asserts that its pre-petition claim of \$33,597.65 is secured to an unknown extent.

Page 1

Ala.Code 1975 § 7-7-209

Code of Alabama Currentness (Refs & Annos)
Title 7. Commercial Code. (Refs & Annos)

Article 7. Documents of Title. (Refs & Annos)

Part 2. Warehouse Receipts: Special Provisions. (Refs & Annos)

\rightarrow § 7-7-209. Lien of warehouse.

- (a) A warehouse has a lien against the bailor on the goods covered by a warehouse receipt or storage agreement or on the proceeds thereof in its possession for charges for storage or transportation, including demurrage and terminal charges, insurance, labor, or other charges, present or future, in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for similar charges or expenses in relation to other goods whenever deposited and it is stated in the warehouse receipt or storage agreement that a lien is claimed for charges and expenses in relation to other goods, the warehouse also has a lien against the goods covered by the warehouse receipt or storage agreement or on the proceeds thereof in its possession for those charges and expenses, whether or not the other goods have been delivered by the warehouse. However, as against a person to which a negotiable warehouse receipt is duly negotiated, a warehouse's lien is limited to charges in an amount or at a rate specified in the warehouse receipt or, if no charges are so specified, to a reasonable charge for storage of the specific goods covered by the receipt subsequent to the date of the receipt.
- (b) A warehouse may also reserve a security interest against the bailor for the maximum amount specified on the receipt for charges other than those specified in subsection (a), such as for money advanced and interest. The security interest is governed by Article 9A.
- (c) A warehouse's lien for charges and expenses under subsection (a) or a security interest under subsection (b) is also effective against any person that so entrusted the bailor with possession of the goods that a pledge of them by the bailor to a good faith purchaser for value would have been valid. However, the lien or security interest is not effective against a person that before issuance of a document of title had a legal interest or a perfected security interest in the goods and that did not:
 - (1) Deliver or entrust the goods or any document of title covering the goods to the bailor or the bailor's nominee with:
 - (A) Actual or apparent authority to ship, store, or sell;
 - (B) Power to obtain delivery under Section 7-7-403; or
 - (C) Power of disposition under Sections 7-2-403, 7-2A-304(2), 7-2A-305(2), 7-9A-320, or 7-9A-321(c) or other statute or rule of law; or
 - (2) Acquiesce in the procurement by the bailor or its nominee of any document.
- (d) A warehouse's lien on household goods for charges and expenses in relation to the goods under subsection (a) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. In this subsection, "household goods" means furniture, furnishings, or personal effects used by the depositor in a dwelling.
- (e) A warehouse loses its lien on any goods that it voluntarily delivers or unjustifiably refuses to deliver.

(Prior version of this section added by Acts 1965, No. 549, p. 811; repealed by Act 2004-315, p. 464, \S 1; current section added by Act 2004-315, p. 464, \S 1.)

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A.R.S. § 47-7209

Arizona Revised Statutes Annotated Currentness

Title 47. Uniform Commercial Code (Refs & Annos)

Chapter 7. Warehouse Receipts, Bills of Lading and Other Documents of Title (Refs & Annos)

Article 2. Warehouse Receipts; Special Provisions (Refs & Annos)

→§ 47-7209. Lien of warehouseman

- A. A warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouseman's lien is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.
- **B.** The warehouseman may also reserve a security interest against the bailor for a maximum amount specified on the receipt for charges other than those specified in subsection A of this section, such as for money advanced and interest. Such a security interest is governed by the chapter on secured transactions (chapter 9 of this title). [FN1]
- C. A warehouseman's lien for charges and expenses under subsection A of this section or a security interest under subsection B of this section is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under § 47-7503.
- D. A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

CREDIT(S)

Added by Laws 1984, Ch. 77, § 3.

[FN1] Section 47-9101 et seq.

HISTORICAL AND STATUTORY NOTES

Source:

A.R.S. former § 44-2914. Laws 1967, Ch. 3, § 5.

Uniform Law:

This section is similar to § 7-209 of the Uniform Commercial Code. See Vol. 2C Uniform Laws Annotated, Master Edition or ULA Database on Westlaw.

UNIFORM COMMERCIAL CODE COMMENT

<For UCC acknowledgments, see AZ ST UCC Acknowledgments.>

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Page 1

West's Ann.Cal.Com.Code § 7209

C

Effective: [See Text Amendments]

West's Annotated California Codes Currentness

Commercial Code (Refs & Annos)

Division 7. Warehouse Receipts, Bills of Lading and Other Documents of Title (Refs & Annos)

**Chapter 2. Warehouse Receipts: Special Provisions (Refs & Annos)

→§ 7209. Lien of warehouseman

- (1) A warehouseman has a lien against the bailor on the goods deposited or on the proceeds thereof in his possession for charges for storage, processing incidental to storage, or transportation, including demurrage and terminal charges, insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouseman's lien is limited to charges specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.
- (2) The warehouseman may also reserve a security interest against the bailor for charges other than those specified in subdivision (1), such as for money advanced and interest, but if a receipt is issued for the goods such a security interest is not valid as against third persons without notice unless the maximum amount thereof is conspicuously specified (Section 1201) on the receipt. Such a security interest is governed by the division on secured transactions (Division 9).
- (3) (a) A warehouseman's lien for charges and expenses under subdivision (1) or a security interest under subdivision (2) is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under Section 7503.
- (b) A warehouseman's lien on household goods for charges and expenses in relation to the goods under subdivision (1) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. "Household goods" means furniture, furnishings and personal effects used by the depositor in a dwelling.
- (4) A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

CREDIT(S)

(Stats.1963, c. 819, § 7209. Amended by Stats.1965, c. 1379, p. 3288, § 5.5.)

CALIFORNIA CODE COMMENT

2002 Main Volume

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MA ST 106 § 7-209 M.G.L.A. 106 § 7-209

Page 1

MASSACHUSETTS GENERAL LAWS ANNOTATED
PART I. ADMINISTRATION OF THE GOVERNMENT
TITLE XV. REGULATION OF TRADE
CHAPTER 106. UNIFORM COMMERCIAL CODE
ARTICLE 7. WAREHOUSE RECEIPTS, BILLS OF LADING AND OTHER DOCUMENTS OF TITLE
PART 2. WAREHOUSE RECEIPTS: SPECIAL PROVISIONS

+++ PRIOR VERSION +++

VIEW ALL VERSIONS

- § 7-209. Lien of Warehouseman
- (1) A warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouseman's lien is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.
- (2) The warehouseman may also reserve a security interest against the bailor for a maximum amount specified on the receipt for charges other than those specified in subsection (1), such as for money advanced and interest. Such a security interest is governed by the Article on Secured Transactions (Article 9).
- (3) A warehouseman's lien for charges and expenses under subsection (1) or a security interest under subsection (2) is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under section 7-503.
- (4) A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

CREDIT(S)

Added by St.1957, c. 765, § 1.

<General Materials (GM) - References, Annotations, or Tables>

MASSACHUSETTS CODE COMMENT

1999 Main Volume

Prior Statutory Provisions:

Generally

G.L. c. 105 § 33.

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M.C.L.A. 440,7209

Michigan Compiled Laws Annotated Currentness Chapter 440. Uniform Commercial Code (Refs & Annos) Uniform Commercial Code

Article 7. Warehouse Receipts, Bills of Lading and Other Documents of Title (Refs & Annos)

Marehouse Receipts: Special Provisions (Refs & Annos)

⇒440.7209. Lien of warehouseman; security interest; loss of lien

Sec. 7209. (1) A warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouseman's lien is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.

- (2) The warehouseman may also reserve a security interest against the bailor for a maximum amount specified on the receipt for charges other than those specified in subsection (1), such as for money advanced and interest. Such a security interest is governed by the article on secured transactions (article 9). [FN1]
- (3) A warehouseman's lien for charges and expenses under subsection (1) or a security interest under subsection (2) is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under section 7503. [FN2]
- (4) A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

[FN1] M.C.L.A. § 440.9101 et seq.

[FN2] M.C.L.A. § 440.7503.

UNIFORM COMMERCIAL CODE COMMENT

<For UCC acknowledgments, see MI ST UCC Acknowledgments.>

1994 Main Volume

Prior Uniform Statutory Provision: Sections 27 through 32, Uniform Warehouse
Receipts Act.

Changes: Rewritten.

Purposes of Changes:

1. Subsection (1) defines the warehouseman's statutory lien. A specific lien attaches automatically, without express notation on the receipt, to goods stored

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R.C. § 1307.14

Baldwin's Ohio Revised Code Annotated Currentness
Title XIII. Commercial Transactions (Refs & Annos)

The Chapter 1307. Warehouse Receipts, Bills of Lading, and Other Documents of Title (Refs & Annos)

" Warehouse Receipts: Special Provisions

→1307.14 Lien of warehouser

- (A) A warehouser has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in the warehouser's possession for charges for storage or transportation, including demurrage and terminal charges, insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods, the warehouser also has a lien against the person for such charges and expenses whether or not the other goods have been delivered by the warehouser. But against a person to whom a negotiable warehouse receipt is duly negotiated a warehouser's lien is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.
- (B) The warehouser may also reserve a security interest against the bailor for a maximum amount specified on the receipt for charges other than those specified in division (A) of this section, such as for money advanced and interest. Such a security interest is governed by Chapter 1309. of the Revised Code.
- (C) A warehouser's lien for charges and expenses under division (A) of this section, or a security interest under division (B) of this section is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by the bailor to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under section 1307.31 of the Revised Code.
- (D) A warehouser loses the warehouser's lien on any goods which the warehouser voluntarily delivers or which the warehouser unjustifiably refuses to deliver.

(2001 S 74, eff. 7-1-01; 129 v 13, eff. 7-1-62; UCC 7-209)

HISTORICAL AND STATUTORY NOTES

Amendment Note: 2001 S 74 substituted "Chapter 1309" for "sections 1309.01 to 1309.50, inclusive," in division (B); and made changes to reflect gender neutral language.

COMMENTARY

Uniform Commercial Code (UCC)

1961:

Official Comment

1. Subsection (1) [(A)] defines the warehouseman's statutory lien. A specific lien attaches automatically, without express notation on the receipt, to goods stored under a non-negotiable receipt. That lien is limited to the usual charges arising out of a storage transaction; by notation on the receipt it can be made a general lien extending to like charges in relation to other goods. The same rules apply where the receipt is negotiable, except that as against a holder by due negotiation the lien is limited to the amount or rate specified on the receipt, or, if none is specified, to

Page 1

13 Pa.C.S.A. § 7209

Purdon's Pennsylvania Statutes and Consolidated Statutes Annotated Currentness Purdon's Pennsylvania Consolidated Statutes Annotated Title 13. Commercial Code (Refs & Annos)

 $^{\kappa}$ Division 7. Warehouse Receipts, Bills of Lading and Other Documents of Title (Refs & Annos)

🖀 Chapter 72. Warehouse Receipts: Special Provisions

⇒§ 7209. Lien of warehouseman

- (a) Charges and expenses covered by lien.—A warehouseman has a lien against the bailor on the goods covered by a warehouse receipt or on the proceeds thereof in his possession for charges for storage or transportation (including demurrage and terminal charges), insurance, labor, or charges present or future in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for like charges or expenses in relation to other goods whenever deposited and it is stated in the receipt that a lien is claimed for charges and expenses in relation to other goods, the warehouseman also has a lien against him for such charges and expenses whether or not the other goods have been delivered by the warehouseman. But against a person to whom a negotiable warehouse receipt is duly negotiated the lien of a warehouseman is limited to charges in an amount or at a rate specified on the receipt or if no charges are so specified then to a reasonable charge for storage of the goods covered by the receipt subsequent to the date of the receipt.
- (b) Reservation of security interest for other charges.--The warehouseman may also reserve a security interest against the bailor for a maximum amount specified on the receipt for charges other than those specified in subsection (a), such as for money advanced and interest. Such a security interest is governed by Division 9 (relating to secured transactions).
- (c) Other persons against whom lien or security interest effective .--
- (1) The lien of a warehouseman for charges and expenses under subsection (a) or a security interest under subsection (b) is also effective against any person who so entrusted the bailor with possession of the goods that a pledge of them by him to a good faith purchaser for value would have been valid but is not effective against a person as to whom the document confers no right in the goods covered by it under section 7503 (relating to document of title to goods defeated in certain cases).
- (2) The lien of a warehouseman on household goods for charges and expenses in relation to the goods under subsection (a) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. "Household goods" means furniture, furnishings and personal effects used by the depositor in a dwelling.
- (d) Loss of lien. -- A warehouseman loses his lien on any goods which he voluntarily delivers or which he unjustifiably refuses to deliver.

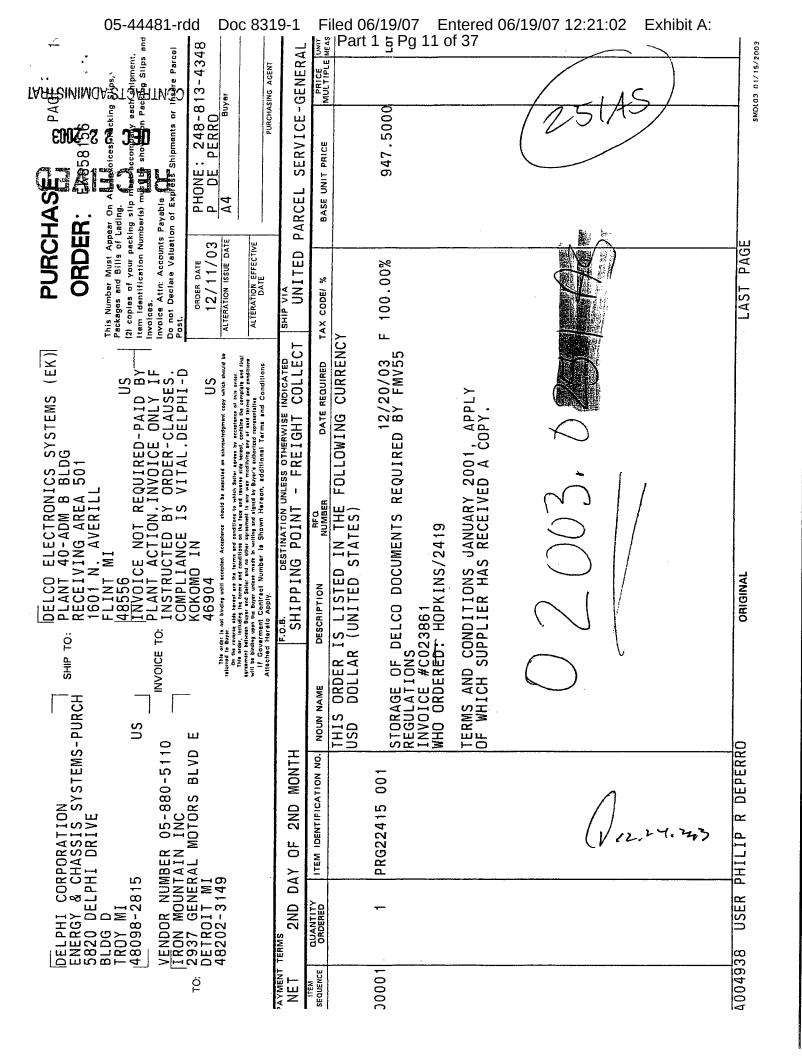
CREDIT(S)

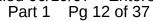
1979, Nov. 1, P.L. 255, No. 86, § 1, effective Jan. 1, 1980. Amended 1982, Nov. 26, P.L. 696, No. 201, § 1, effective in 180 days.

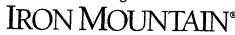
UNIFORM COMMERCIAL CODE COMMENT

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RECORDS MANAGEMENT AND **SERVICE AGREEMENT**

Customer			Dilli All genie				
Delphi Ventures			Billing Address (If Different)				
Street Address			Street or Box No.				
3000 Sand Hill Roa	ad		Succe of Box No.				
			-	· · · · · · · · · · · · · · · · · · ·			
Bld. 1, Suite 135							
City	State	Zip + 4	Circ				
Menlo Park	CA	94022	City	State	Zip + 4		
Primary Contact and Title		34022	nur c				
Cassandrea Miller			Billing Contact				
Telephone	Fax		7.1.1				
	650-854-2	961	Telephone	Fax			
1 W 20 1							
Customer Number	<u></u>	-OR IRON MO	UNTAIN USE ONLY District Number				
SEO	/\/						
Mailing Address of District	70		07114	<u> </u>	· · · · · · · · · · · · · · · · · · ·		
· · · · ·	12-		a —	A			
	155	X WE	AT GRAN	10 Avenu 94607	<u>e</u>		
·	6)		911000			
		akiA	ND, CA	7960+			
amended from time to time); conditions below and on reve VALUE OF DEPOSITS. deposits is \$1.00 per car Customer acknowledges valuation fee would have LIMITATION OF LIABIL the deposits shall be limit or other deposit item.	Customer decleton, linear food that it has december charged	ares, for the t of open she clined to dec l. pany's liabi	purpose of this Ag If files, container, o lare an excess valu lity, if any, for loss	greement, that the value of or damage to pe	value of the deposit item. excess		
Customer Delphi Venture		······································	IRON MOUNT	AIN RECORDS MA	•		
Name MATTUEL T. Por	TER		Name //	CK4 /A16	34		
Signature	$\overline{}$	P. Samuelan	Black	211			
		Signature	0/0	wy			
ille CHIEF FINANCIAL	OFFI CER		Title	KVT	<u>.</u>		
Date427/02			_	7/11/20			
121/02			Date	1/11/02	:		
CONTRACT EFFECTIVE DATE	6/28/0	72_			DDICK 4		



SCHEDULE A TO RECORDS MANAGEMENT AND SERVICE AGREEMENT

This Schedule A is made part of the Records Management and Service Agreement between Iron Mountain Records Management, Inc. and Delphi Ventures

Effective Date:

June 28, 2002

District Name:

Bay Area

District Number:

07114

Customer Name:

Delphi Ventures

Customer Number: SF046

STORAGE PRICING

Secure space for the storage of hard copy business records.

\$0.33 per cubic foot per month*

*Standard Carton = 1.2 Cubic Feet = 10"x12"x15.5

Storage Minimum:

\$75.00 per month

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES PRICING

Services during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

New Records—The receipt of additional customer records resulting in an increase to the customer storage balance (receiving and entry/accessions):

\$1.50 per cubic foot

Retrievals or Refiles—The temporary retrieval of records from, or return to, storage:

Standard

Standard \$2.10 per cubic foot \$3.00 per file

Rush

\$4.20 per cubic foot

Rush

\$6.00 per file

Destruction—The preparation, documentation, and physical destruction of records:

\$2.00 per cubic foot, plus retrieval

Permanent Withdrawal—The preparation, documentation, and permanent withdrawal of records:

\$2.25 per cubic foot, plus retrieval

Miscellaneous Services:

\$42.00 per labor hour

Individual List/Data Entry—Initial data entry of carton or file descriptions (beyond first line per carton):

\$0.35 per line

Supplies/Cartons—new supplies:

\$2.00 per #2000 Letter/Legal

Service Minimum:

\$5.00 per transaction

Management services will be billed monthly in arrears.

TRANSPORTATION PRICING

Delivery/Pickup

Next Day

\$15.00 per transportation visit, \$1.75 per cubic foot Call by 3:00 p.m. for delivery next day by 5:00 p.m.

Half Day

\$30.00 per transportation visit, \$1.75 per cubic foot Call by 10:00 a.m. for delivery same day by 5:00 p.m. Call by 3:00 p.m. for next day delivery by 12:00 p.m.

Rush

\$60.00 per transportation visit, \$1.75 per cubic foot Call by 3:00 p.m. for same business day delivery within three hours of request

Rush After Hours/Weekends/Holidays

\$120.00 per transportation visit, \$1.75 per cubic foot Call after 3:00 p.m. (Monday – Friday) or After Hours/ Weekends/ Holidays for same day delivery within four hour of request

Transportation charges will be billed monthly in arrears.

CC: Const Lest.

Service activity volumes substantially exceeding customer norms may result in overtime charges with customer authorization.

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.

COMPUTER AND REPORTING CHARGES

Included in the customer's storage rate are the Monthly Supplemental Reports. All other reports (including special sorting and special file listings) are subject to the computer listing charge and/or initial setup, reporting, or download fees, quoted by job scope.

INITIAL TRANSFER/MOVE OF RECORDS PRICING (ONE TIME CHARGE)

Initial Transfer/Move of Records—The pickup, transport and receipt of customer records establishing the initial storage balance. Initial transfer costs apply to the estimated initial transfer volume indicated below, transferred within three months of program implementation:

\$2.00 per cubic foot; Initial Volume: TBD

TERM

The term of the Agreement of which this Schedule A is a part will commence on the Effective Date indicated above and continue until the end of the month that is the 11th month anniversary. Unless written notice of non-renewal is delivered by either party to the other not less than 30 days prior to the expiration date, the Agreement will automatically renew for additional successive one-year terms. Storage prices set forth above shall remain in effect for the first 12 months of this Agreement. Charges for all other services may be adjusted at any time upon 30 days written notice.

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WHITE - IRON MOUNTAIN CORPORATE
IM-35 Rev. 1/03 2003 Iron Mountain incorporated

CANARY - CUSTOMER

PINK - IRON MOUNTAIN DISTRICT

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. STANDARD TERMS AND CONDITIONS (Bases on terms and conditions promotested by Proteguianal Receipts & Internation Services Consequents, inc.)

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February 28, 2005

BRYAN AMBROSE DELPHI THERMAL INTERIOR TUSCALOOSA 11005 ED STEPHENS ROAD COTTONDALE AL 35453

Thank you for the business you entrust with Iron Mountain. Enclosed, please find your new Iron Mountain "Schedule A", which describes rates for storage and services for the next year. The enclosed Schedule A is effective as of April 1st, 2005 and reflects contributing market factors from the previous year that require us to adjust rates in order to maintain the level of quality service you have come to expect from Iron Mountain.

We are committed to remaining the best total-value provider for records and information management services. If you should have any questions or require additional information about the enclosed Schedule A, please contact your local Iron Mountain office or Account Management Representative. We thank you again for the business you entrust with us.

Sincerely,

John Powers

General Manager

RENEWAL SCHEDULE A

This Schedule A is made part of the Customer Agreement ("Agreement") between Iron Mountain Information Management, Inc. ("Iron Mountain") and DELPHI THERMAL INTERIOR TUSCALOOSA ("Customer").

Rates Effective:

April 1, 2005

District Name:

Birmingham

District Number:

04119

Customer Name:

DELPHI THERMAL INTERIOR TUSCALOOSA

Customer Number: AD123

STORAGE PRICING

Secure space for the storage of deposits.

\$0.260 per cubic foot per month

Storage Minimum:

\$75.00 per month

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES PRICING

Services during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

New Deposits (receiving and entry)—The receipt of additional Customer deposits resulting in an increase to the Customer storage:

\$1.84 per cubic foot

Retrievals or Refiles—The temporary retrieval of deposits from, or return to, storage. (Rush applies to retrievals only.):

Standard

\$1.84 per cubic foot

Standard

\$2.76 per file

Rush

\$3.68 per cubic foot

Rush

\$5.51 per file

Destruction—The preparation, documentation, and physical destruction of deposits that are stored at Iron Mountain:

Destruction by Shredding

\$5.25 per cubic foot plus retrieval

\$5.25 per file plus retrieval

Destruction by Recycling

\$2.10 per cubic foot plus retrieval

\$2.63 per file plus retrieval

Permanent Withdrawal—The preparation, documentation, and permanent withdrawal of deposits:

\$2.63 per cubic foot plus retrieval \$2.63 per file plus retrieval

Miscellaneous Services

Labor \$36.75 per labor hour

Service Minimum:

\$5.25 per transaction

Individual List—Data entry of file descriptions:

\$0.30 per file

Interfiles—The filing of an item into an existing carton or file:

\$3.68 each

TRANSPORTATION PRICING

Delivery

Next Day

\$13.13 per transportation visit, \$1.05 per cubic foot Call by 3:00 p.m. for delivery next day by 5:00 p.m.

Half Day

\$26.25 per transportation visit, \$1.05 per cubic foot Call by 10:00 a.m. for delivery same day by 5:00 p.m. Call by 3:00 p.m. for delivery next day by 12:00 p.m.

Emergency Visit (Rush)

\$52.50 per transportation visit, \$1.05 per cubic foot Delivery within 3 hours of request.

After Hours/Weekends/Holidays

\$105.00 per transportation visit, \$1.05 per cubic foot Delivery within 4 hours of request

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.

Unless specified herein, shredding pricing is for paper shredding services only. Shredding of other media types will be quoted on a per project basis.

COMPUTER AND REPORTING CHARGES

Included in the Customer's storage rate are the Monthly Supplemental Reports. All other reports (including special sorting and special file listings) are subject to the computer listing charge and/or initial setup, reporting, or download fees, quoted by job scope.

05-44481-rdd Doc 8319-1 Filed 06/19/07 Entered 06/19/07 12:21:02 Exhibit A: Part 1 Pg 22 of 37



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CUSTOMER AGREEMENT

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Phoenix, AZ 85040			Account Number:	A3954	NAIC	S Code:	
			Branch/District Cost	Ctr. No.:	01322		
Contract Effective Date:					0.022		
Customer:			BILLING ADDRESS (If)	Diffo-o-t)-			
Delphi Packard Electr	stems	DILLING ADDRESS (II)	omerent):				
Street Address: 408 Dana Street, Mail	Stat	ion 91L	Street or Box No.:				
City: Warren	State: OH	Zip + 4: 44486	City:		State:	Zip + 4:	
Primary Contact and Title:			Billing Contact:		-L		
Melinda Mayle							
Telephone: E-mail: 330-373-2213	Fax	«:	Telephone: E-mail:				
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individual Signing: print name] Melinda K.	le	Individual Signing: [print name] Andice Morrill					
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ritle: Credit Manage	r		Title: Graneral Manager				
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Confidential Page 1

SCHEDULE A FOR RECORDS MANAGEMENT

This Schedule A is made part of the Customer Agreement ("Agreement") Iron Mountain Information Management, Inc., (the "Company") and Delphi Packard Electric Systems, (the "Customer").

Effective Date

April 1, 2005

District Name/Number

Phoenix - 01322

Customer Name

Delphi Packard Electric Systems

Customer Number

A3954

STORAGE

Secure space for the storage of deposits.

Description

Per

Price

Carton Storage

\$0.315 cubic foot

Storage Minimum

\$85.00 month

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES

Services during normal business hours, Monday through Friday 8:00 AM to 5:00 PM, excluding holidays.

New deposits (receiving and entry) - The receipt of additional Customer deposits resulting in an increase to the Customer storage balance.

Description

Per Price

Carton

cubic foot \$1.25

Retrievals/Refiles - The temporary retrieval of deposits from, or return to, storage (Rush applies to retrievals only).

Description	Price	Per
Standard Carton	\$1.50	cubic foot
Standard File from Carton	\$2.25	file
Rush Carton	\$3.00	cubic foot
Rush File from Carton	\$4.50	file

Destruction – The preparation, documentation, and physical destruction of deposits that are stored at Iron Mountain.

Description		Price	Per
Destruction by Shredding		\$3.00	cubic foot plus retrieval

Page 2

Destruction by Recycling

\$2.00 cubic foot plus retrieval

Permanent Withdrawal - The preparation, documentation, and permanent withdrawal of deposits that are stored at Iron Mountain.

Description

Price

Permanent Withdrawal

\$2.50

cubic foot plus retrieval

Individual List – Data entry of file descriptions.

Description

Price

Per

Individual List

\$0.30 file

Miscellaneous Services

Description

Price

Per

Labor

\$35.00 hour

Service Minimum

\$5.00 transaction

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.

TRANSPORTATION

Delivery

Next Day

\$12.00 per transportation visit, \$1.25 per cubic foot Call by 3:00 PM for delivery next day by 5:00 PM.

Half Day

\$24.00 per transportation visit, \$1.25 per cubic foot Call by 10:00 AM for delivery same day by 5:00 PM. Call by 3:00 PM for delivery next day by 12:00 PM.

Emergency Visit (Rush)

\$48.00 per transportation visit, \$1.25 per cubic foot Delivery within 3 hours of request.

After Hours/Weekends/Holidays

\$96.00 per transportation visit, \$1.25 per cubic foot Delivery within 4 hours of request.

Pickup

Pickup/On Demand

\$12.00 per transportation visit, \$1.25 per cubic foot

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Confidential

Page 3

On Demand Pickup must be scheduled within 48 hours of request.

COMPUTER AND REPORTING CHARGES

Included in the Customer's storage rate are the Monthly Supplemental Reports. All other reports (including special sorting and special file listings) are subject to the computer listing charge and/or initial setup, reporting, or download fees, quoted by job scope.

6760Z



CONFIDENTIAL DESTRUCTION SERVICE AGREEMENT This Confidential Destruction Service Agreement ("Agreement") between Iron Mountain Confidential Destruction. LLC ("Iron Mountain") and <u>DELPHI INTERIOR & LIGHTING</u> ("Customer") is effective as of <u>5/9/2002</u> and will continue through <u>5/9/2003</u> ("Initial Term").

Customer Address: 200 GEORGESVILLE ROAD COLUMBUS, OH 43228 Iron Mountain District Name & Number: Columbus Destruction 8273 Green Meadows Dr. N., Lewis Center, OH 43035 (740-549-1005) Customer Contact Name & Telephone Number: Steve Forder (614-275-5501) Destruction of Records: Iron Mountain will provide services for the secure destruction of records at the rates stated in the following price schedule. Iron Mountain will furnish a Certificate of Destruction to the Customer, upon request by the Customer. Customer releases Iron Mountain from any liability with regard to the destruction of such records. Method of Destruction (Circle): Off-Site On-Site Destruction Schedule: Daily Weekly Every Two Weeks X Every Four Weeks Other Services; Pricing: By Customer and Iron Mountain setting forth their initials below, this indicates which services Customer has requested from Iron Mountain. These Services may be amended from time to time by agreement of both Customer and Iron Mountain as evidenced in a written amendment to this Agreement. Prices set forth below shall remain in effect for the first twelve (12) months of this Agreement. Thereafter, price adjustments shall be made only after thirty (30) days' prior written notice. Customer/Iron Mountain Initials 120 Circle One: Regular Schedule Service Specials, Record Purges or Clean-out 1000 Rotation of Security Containers First Container Additional Containers \$ 10.00 10.00 each Type Size Rental of Security Containers each per month 1800 Destruction of Recyclable Paper (purges) 0.09 per pound Destruction of Other Paper per pound Mobile On-Site Shredding ____per pound/per hr. Destruction (Magnetic tapes, disks, film/fiche, etc.) 0.50 per pound Pick-Up At Customer Site - Truck and one person Pick-Up at Customer Site - Truck and two people Minimum Charges 5 85.00 (Purges) cach 1.00 Other Charges: Labor 30.00 per hr. (if applicable) AGREED TO BY: CUSTOMER: IRON MOUNTAIN CONFIDENTIAL DESTRUCTION, LLC Title: Branch Manager (See reverse side hereof for Iron Mountain's Limitation of Liability)

CANARY - CUSTOMER

PINK - IRON MOUNTAIN DESTRUCTION DISTRICT

WHITE - IRON MOUNTAIN CORPORATE

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07/16/2003 11:27

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AFFILIATE ASSIGNMENT TO RECORDS MANAGEMENT AND SERVICE AGREEMENT

	grees to store records at Iron Mountain stablished contract with account number DNFDO
CHOOSE ONE OF THE FOLLOWING OPTIC	ONS:
Iron Mountain shall provide, and Deposite terms/conditions as outlined in the existing	or agrees to accept, the same rates, services and agreement.
by Iron Mountain in accordance wi	esitor agrees to accept, the same terms and ement. Storage and services will be performed the the rates listed in Schedule A dated agreement. To the extent that this Schedule A erms and conditions of this Schedule A shall
New Account's Company Name and Address:	
As lake Harrison Thermal Sixtem	CIRON MOUNTAIN RECORDS MGMT., INC.
31.00 Druden Rd	GIRON MOUNTAIN RECORDS MGMT., INC. 1000 CAMPUS DRIVE COLLEGEVILLE, PA 19426
Moraine, OH 45439	COLLEGEVILLE, PA 19426
OV744	
IMRM Number Assigned to Depositor	
Villian Disa	2-3/11/63
Depositor Signature Date	IMRM Signature Date
Right A HOUES St. COMMONTANCE.	Jerema J. Balch
Depositor Printed Name & Title	IMRM Printed Name & Title

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SCHEDULE A

11:27

This Schedule A is made part of the Customer Agreement between Iron Mountain Information Management, Inc. and Delphi Harrison Thermal Systems.

Effective Date:

July 14, 2003

District Name:

Cincinnati

District Number:

03221

Customer Name:

Delphi Harrison Thermal Systems

Customer Number:

OV744

VAULT STORAGE PRICING

Secure Vault space for the storage of records.

\$1.00 per cubic foot per month

Storage Minimum

\$75.00 per month

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES PRICING

Services during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

New Records (receiving and entry)-The receipt of additional customer records resulting in an increase to the customer storage balance:

\$ 1.25 per cubic foot

Retrievals/Refiles-The temporary retrieval of records from, or return to, storage. (Rush applies to retrievals only):

\$1.25 per cubic foot Standard

Standard

\$2.75 per file from carron

Rush

\$3.75 per cubic foot

Rush

\$5.00 per file from carton

Destruction—The preparation, documentation, and physical destruction of records:

\$2.00 per cubic foot plus retrieval

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Permanent Withdrawal—The preparation, documentation, and permanent withdrawal of records:

\$2.50 per cubic foot plus retrieval

Miscellaneous Services

Labor \$28.50 per labor hour

Individual List-Data entry of file descriptions:

\$.30 per file

Service Minimum

\$5.00 per transaction

Management services will be billed monthly in arrears.

TRANSPORTATION PRICING

Delivery

Next Day

\$12.00 per transportation visit, \$1.00 per cubic foot/file Call by 3:00 p.m. for delivery next day by 5:00 p.m.

Half Day

\$16.00 per transportation visit, \$1.00 per cubic foot/file Call by 10:00 a.m. for delivery same day by 5:00 p.m.

Emergency Visit (Rush)

\$35.00 per transportation visit, \$1.00 per cubic foot/file Delivery within 3 hours of request

After Hours/Weekends/Holidays

\$60.00 per transportation visit, \$1.00 per cubic foot/file Delivery within 4 hours of request

Pickup

On Demand (Scheduled within 48 hours of request)

\$12.00 per transportation visit, \$1.00 per cubic foot/file

Transportation charges will be billed monthly in arrears.

Service activity volumes substantially exceeding customer norms may result in overtime charges with customer authorization.

All other services, not specifically listed, will be charged at Iron Mountain's then current rates.

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COMPUTER AND REPORTING CHARGES

Included in the customer's storage rate are the Monthly Supplemental Reports. All other reports (including special sorting and special file listings) are subject to the computer listing charge and/or initial setup. reporting, or download fees, quoted by job scope.

INITIAL TRANSFER/RECEIVING AND ENTRY (ONE TIME CHARGE)

Initial Transfer/Receiving and Entry-The pickup, transport and receipt of customer records establishing the initial storage balance. Initial transfer costs apply to the estimated initial transfer volume indicated below, transferred within three months of program implementation:

\$1.25 per cubic foot; Initial Volume: 8632

Labor-Initial labor to prepare cartons or files for transfer to storage:

\$28.50 per labor hour

AFFILIATE ASSIGNMENT TO RECORDS MANAGEMENT AND SERVICE AGREEMENT

that is

DELPHI THEMAL SYSTEMS Records Management, Inc. under the . DM 700	Agrees to store records at Iron Mountain established contract with account number
CHOOSE ONE OF THE FOLLOWING OPTIONS:	
Iron Mountain shall provide, and Depos terms/conditions as outlined in the existing	itor agrees to accept, the same rates, services and ng agreement.
by Iron Mountain in accordance	positor agrees to accept, the same terms and reement. Storage and services will be performed with the rates listed in Schedule A dated agreement. To the extent that this Schedule A terms and conditions of this Schedule A shall CF.
New Account's Company Name and Address:	
DELPHI HARRISON THERMAL SYSTEM	IRON MOUNTAIN RECORDS MGMT., INC.
3600 DRYDEN RD	1000 CAMPUS DRIVE
MORAINE OHIO 45438	COLLEGEVILLE, PA 19426
/	
OH 744	
IMRM/Number Assigned to Depositor	
Kilche a Hones 6/12/2003	6-16-63
Depositor Signature Date	IMRM Signature Date
KITELLE A HINES	Jeremy J. Balch - RVP
Depositor Printed Name & Title	IMRM Printed Name & Title

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SCHEDULE A

This Schedule A is made part of the Customer Agreement between Iron Mountain Information Management, Inc. and Delphi Harrison Thermal Systems.

Effective Date:

April 11, 2003

District Name:

Cincinnati

District Number:

03221

Customer Name:

Delphi Harrison Thermal Systems

Customer Number:

OH744

STORAGE PRICING

Secure space for the storage of records.

\$.14 per cubic foot per month

Storage Minimum

\$75.00 per month

Storage charges will be billed monthly in advance.

MANAGEMENT SERVICES PRICING

Services during normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

New Records (receiving and entry)—The receipt of additional customer records resulting in an increase to the customer storage balance:

\$ 1.25 per cubic foot

Retrievals/Refiles-The temporary retrieval of records from, or return to, storage. (Rush applies to retrievals only):

Standard \$1.25 per cubic foot

Standard \$2.75 per file from carton

Rush

\$3.75 per cubic foot

Rush

\$5.00 per file from carton

Destruction—The preparation, documentation, and physical destruction of records:

\$2.00 per cubic foot plus retrieval

Page 2

Permanent Withdrawal—The preparation, documentation, and permanent withdrawal of records:

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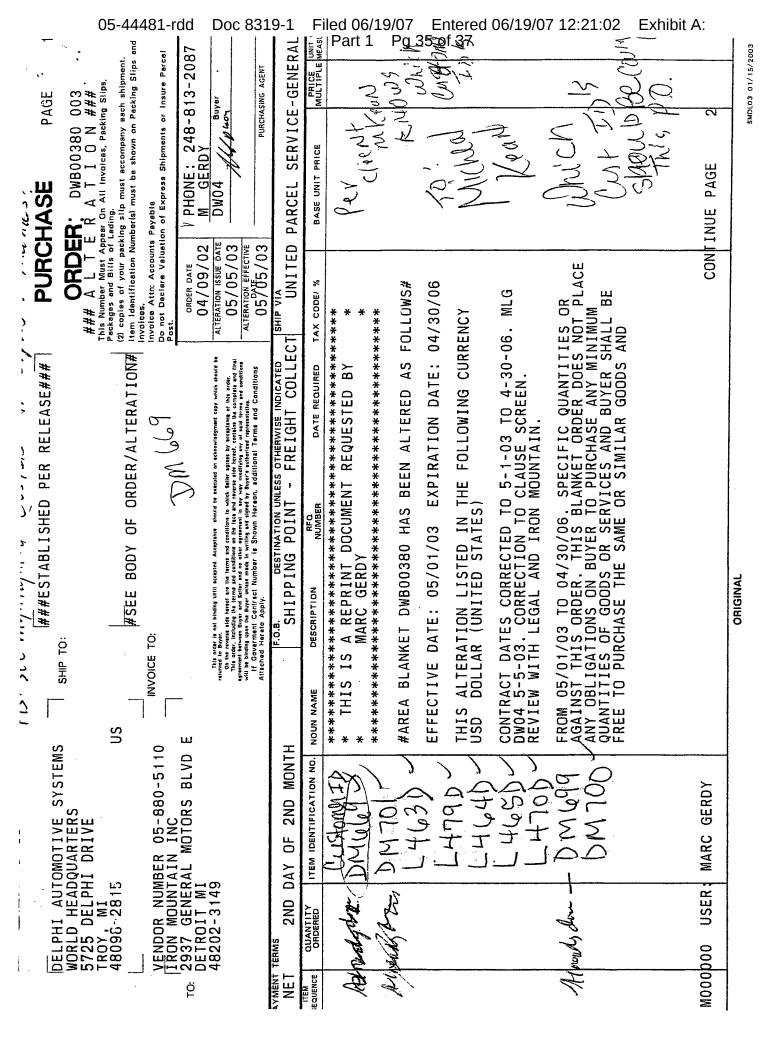
INITIAL TRANSFER/RECEIVING AND ENTRY (ONE TIME CHARGE)

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\$28.50 per labor hour



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